

**BEFORE
THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2017-207-E**

In Re: Friends of the Earth and Sierra Club,)
Complainants/Petitioners,)
)
v.)
)
South Carolina Electric & Gas Co.,)
Defendant/Respondent.)

**DEFENDANT/RESPONDENT'S RESPONSES AND OBJECTIONS
TO COMPLAINANTS' THIRD INTERROGATORIES, DOCUMENT
PRODUCTION REQUESTS AND REQUEST FOR ENTRY**

Defendant/Respondent South Carolina Electric & Gas Co. ("SCE&G"), pursuant to Rules 33 and 34 of the South Carolina Rules of Civil Procedure and Chapter 103, Article 8 of the South Carolina Code of Regulations, serves its Responses and Objections to Complainants' Third Interrogatories, Document Production Requests and Request for Entry as follows (the "Requests").

TERMS OF RESPONSE

1. These responses reflect SCE&G's information and belief as of the date on which these responses and objections are made and may be subject to change or modification based on further discovery or on facts or circumstances which may come to SCE&G's attention at a later time. Accordingly, SCE&G reserves the right to supplement, revise, correct, clarify, or otherwise modify its responses and objections to the Requests. SCE&G also reserves the right to assert any other applicable objections to the Requests and to object to any other demands relating to the subject matter of the responses herein. SCE&G's responses to the Requests are not intended to constitute a waiver of any rights or objections.

2. By responding to the Requests, SCE&G does not concede that the Requests seek information that is relevant or admissible in the prosecution or defense of the Action. By

providing information in response to the Requests, SCE&G does not waive, and expressly reserves, all objections with respect to such information.

3. SCE&G's assertion that it will produce documents in response to a particular Request is not to be construed as an admission that any document exists within any requested category or categories, but solely as an assertion that SCE&G will produce (consistent with the objections and limitations raised herein or hereafter) any non-privileged, relevant, responsive documents or information within its possession, custody, or control that can be located after a reasonable search. SCE&G expressly reserves the right to redact irrelevant or privileged portions of documents produced in response to the Requests.

4. Certain documents in SCE&G's possession, custody, or control were obtained and are maintained by SCE&G pursuant to agreements with third parties that designate the information as confidential and proprietary and restrict SCE&G's ability to freely produce information without protections on the dissemination and use of such information. Thus, the disclosure of this information as well as other information that is non-public, confidential, sensitive, or would otherwise cause injury to SCE&G if publicly disclosed will not be produced until the parties execute a mutually agreeable confidentiality agreement.

GENERAL OBJECTIONS

1. SCE&G objects to Complainants' Request that they and their agents be permitted entry upon the lands and premises which are the location of the subject facility for purposes of inspection, measuring, surveying, photographing, testing, or sampling.

2. SCE&G objects to the Requests to the extent that they seek to impose requirements or obligations different from or beyond those imposed by the South Carolina Rules of Civil Procedure and Chapter 103, Article 8 of the South Carolina Code of Regulations.

3. SCE&G objects to each definition, instruction, and Request to the extent compliance with the Request would impose an undue burden on SCE&G or compliance would be oppressive or unduly expensive, given the claims or defenses at issue in the Action.

4. SCE&G objects to the Requests to the extent that they seek documents and information not in its possession, custody or control. For purposes of its responses, it is SCE&G's position that materials in the possession of any independent, third party advisors, including its attorneys, consultants, or representatives, are not within SCE&G's possession, custody or control.

5. SCE&G objects to the Requests to the extent they seek information that is within Claimants' knowledge or possession or to which Claimants have equal access.

6. SCE&G objects to each of the Requests to the extent they seek information protected by the attorney-client privilege, the work product doctrine, the joint defense privilege, any privilege under Rule 26 of the South Carolina Rules of Civil Procedure, or any other applicable privilege. SCE&G reserves the right to waive any such privileges in the future and will notify Complainants if and when SCE&G does so. Inadvertent disclosure of any privileged or otherwise protected information shall not constitute a waiver of any claim of privilege. SCE&G hereby requests the return of any such inadvertently produced privileged information and reserves the right to object to the disclosure or use of such privileged information at any stage of these or any other proceedings.

7. SCE&G objects to the Requests to the extent they seek to impose a continuing obligation on SCE&G.

8. SCE&G objects to the Requests to the extent they seek information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence.

9. SCE&G objects to the Requests to the extent they seek information not ascertainable by a reasonably diligent search for responsive information. SCE&G objects to the Requests to the extent the Requests seek “all” documents because SCE&G cannot guarantee that it has located every single document responsive to the Request. Consistent with its obligations under the South Carolina Rules of Civil Procedure and Chapter 103, Article 8 of the South Carolina Code of Regulations, SCE&G will make a diligent, good faith search for documents and will produce responsive, non-privileged documents, to the extent they exist, and/or provide information, located in connection therewith. To that end, SCE&G is willing to meet and confer to discuss these Responses and Objections.

10. SCE&G fully incorporates its General Objections into its responses below.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST FOR PRODUCTION NO. 1:

All documents relating to the monthly “Project Review Meeting Minutes – V.C. Summer Units 2 and 3,” or similarly entitled meetings, since the nuclear project’s inception; including but not limited to all slides and presentation materials referred to or reviewed at such meetings, all work papers and materials used in preparing for such meetings, all documents reflecting attendance and participation in such meetings, and all documents reflecting actions taken and resolution of issues identified at such meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G’s possession, custody, or control. As stated, the Request appears to call for the production of every conceivable document related to meetings about the project since its inception. SCE&G also objects to the Request to the extent it seeks information that is

not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 2:

All documents relating to “High Bridge Reviews” or “High Bridge Reports” on the nuclear project management, including all work papers and materials used in preparing for such reviews, and all documents reflecting actions taken and resolution of issues identified in such reviews including documents reflecting the role of “WECTEC” in the project.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G’s possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 3:

All documents relating to so-called “Prism reports” regarding the nuclear project, including, but not limited to the “V.C. Summer Cost Performance Report – March 2017;” including all work papers and materials used in preparing such reports, and all documents reflecting actions taken and resolution of issues identified in such reports.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G’s possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 4:

All documents relating to the “VC Summer Project Risk Management Risk Mitigation Plans, 1/20/2016,” and prior and subsequent versions of such plans, including documents relating to the items numbered 1 through 30C listed in the Table of Contents, page 2, of that specific document; including all work papers and materials used in preparing such plans, and all documents reflecting actions taken and resolution of issues in such plans.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G’s possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in

this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 5:

All documents relating to “CAR 2014-1961 Root Cause Report, December 16, 2014,” including any prior and subsequent versions of such report and all work papers and materials used in preparing such reports, and all documents reflecting actions taken and resolution of issues identified in such reports.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

SCE&G objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G further objects to the extent that the documents sought are protected by the attorney-client privilege and the work product doctrine. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 6:

All documents relating to the so-called “Tiger-Team” reports on nuclear project design changes and other issues, for December 2016; including any prior and subsequent versions of such reports and all work papers and materials used in preparing such reports, and all documents reflecting actions taken and resolution of issues identified in such reports.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G’s possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 7:

All documents relating to written, oral or electronic communication by or among the following persons concerning financial issues regarding the nuclear project, including accounting, budgeting, owners’ and contractors’ cost projections and forecasts: Kevin Marsh, Steve Byrne, Jimmy Addison, Carlette Walker and Abney (Skip) Smith.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

SCE&G objects to this Request on the grounds that, as stated, it appears to call for production of every conceivable financial document in SCE&G’s possession related to the nuclear project. As such, it is vague and overbroad. SCE&G also objects to this Request as currently stated because the term “financial issues” and the phrase “all documents relating to” are

not defined with sufficient precision to allow SCE&G to understand what documents Complainants seek and to respond accordingly. SCE&G further objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. Finally, SCE&G objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or the work-product doctrine.

SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff's complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 8:

All documents relating to reports to the US Nuclear Regulatory Commission of potential significant deficiencies or nonconformances in design, engineering, procurement, materials management and construction of the nuclear project, and reports of potential breakdowns in the Quality Assurance Program required by 10 CFR Part 50, Appendix B for the project, including all root cause evaluations and corrective action plans; all assessments of potential project cost and schedule impacts of such deficiencies, nonconformances, breakdowns and corrective action plans, including all work papers and materials used in preparing such reports, evaluations, plans and assessments.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G's possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G

further objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or the work-product doctrine. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff’s complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 9:

All documents relating to “Projected Revenue Rate Increases” associated with the nuclear project, including the projection presented in the “Revenue Update, November 2016,” all prior and subsequent projections; including all work papers and materials used in preparing such projections.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G’s possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G further objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or the work-product doctrine. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith

effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff's complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 10:

All documents relating to abandoned nuclear project cost recovery proposals, including all alternative proposals considered with regard to the proposed recovery period, the amount of proposed project costs to be recovered, the rate of return on equity proposed to be recovered, among any other varied proposals considered for rate treatment and project cost recovery; including all work papers and materials used in preparing such proposals.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G's possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G further objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or the work-product doctrine. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff's complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 11:

All documents relating to employment of and representation by outside construction litigation counsel, including but not limited to the firm of Smith, Currie and Hancock, regarding potential claims against Toshiba Corporation, Westinghouse Electric Company and others in the

EPC Consortium or other parties regarding the nuclear project, including the employment and work of Bechtel Power Corporation or other consultants; including documents reflecting decisions to revise, amend, delete and withhold from public disclosure to regulatory authorities, information regarding the nuclear project derived through such employment, including all work papers and materials used in preparing such documents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

SCE&G objects to this Request on the grounds that it is vague, overbroad, and seeks documents not within SCE&G's possession, custody, or control. SCE&G also objects to the Request to the extent it seeks information that is not relevant to the claims or defenses at issue in this Action nor is reasonably calculated to lead to the discovery of admissible evidence. SCE&G further objects to this Request on the grounds that the documents sought are protected by the attorney-client privilege and/or the work-product doctrine. SCE&G will not produce documents in response to this Request unless and until the parties enter into a confidentiality agreement. Subject to and without waiving the foregoing objections and Terms of Response, and upon submitting to a mutually-agreed upon confidentiality agreement, SCE&G will—in accordance with the protocol set out in the Terms of Response above—conduct a reasonable, good faith effort to search for, identify, and produce, non-privileged documents only to the extent that they are relevant to the allegations set forth in Plaintiff's complaint and otherwise responsive to this request.

REQUEST FOR PRODUCTION NO. 12:

All documents provided in discovery or data requests to any other party including the Office of Regulatory Staff in this proceeding or in Docket Nos. 2017-305-E and 2017-370-E.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

To the extent this Request seeks documents provided in Docket No. 2017-305-E, SCE&G objects on the grounds that it is duplicative of Request No. 13 of Complainants' Second Set of Requests for Production and refers Complainants to its Response to that Request. Subject to and

without waiving the foregoing objections and Terms of Response, SCE&G has attached copies of the discovery received in the above-referenced dockets as of April 4, 2018. SCE&G has also enclosed copies of its non-confidential and non-privileged responses to the ORS's Audit Information Requests.

INTERROGATORIES

INTERROGATORY NO. 1:

Give the names and addresses of persons known to Respondent or its counsel to be witnesses concerning the facts of the case and indicate whether or not any written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

RESPONSE TO INTERROGATORY NO. 1:

SCE&G objects to this Interrogatory to the extent this interrogatory seeks information protected by the attorney-client privilege or work product doctrine. SCE&G further objects to this interrogatory because, in the context of the claims at issue in this case, it is overly broad and unduly burdensome. Without further specificity as to the nature of the claims at issue in this case, SCE&G is unable to identify all of those individuals that may be witnesses in this case. Subject to and without waiving its objections, in addition to Complainant, who SCE&G believes will have information relevant to the claims in this case, SCE&G has identified below certain individuals affiliated with SCE&G that have provided testimony to the South Carolina Public Service Commission in connection with the construction of nuclear reactor units 2 and 3 at SCE&G's existing V.C. Summer nuclear facility site in Jenkinsville, South Carolina. SCE&G reserves the right to identify additional witnesses as the case progresses:

Kevin Marsh, Former Chairman and Chief Executive Officer of SCANA
c/o Anne M. Tompkins; Kyle DeYoung
Cadwalader, Wickersham & Taft LLP
227 West Trade Street
Charlotte, NC 28202

Stephen Byrne, Former Senior Vice President and Chief Operating Officer of SCE&G
c/o James F. Wyatt, III
Wyatt & Blake, LLP
435 East Morehead Street
Charlotte, NC 28202

Jimmy E. Addison, CEO of SCANA Corporation
c/o William R. "Mitch" Mitchelson, Jr.; Meredith Jones
Alston & Bird
One Atlantic Center, Suite 4900
1201 West Peachtree Street
Atlanta, GA 30309-3424

Joseph Lynch, Manager of Resource Planning
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Alan Torres, former Construction Manager
c/o Bruce Maloy
Maloy Jenkins Parker
One Midtown Plaza, Suite 910
1360 Peachtree Street, NE
Atlanta, GA 30309

E. Elizabeth "Betty" Best, Director of Financial Planning and Investor Relations
c/o Danny P. Griffin
Miller & Martin
1180 West Peachtree Street, Suite 2100
Atlanta, GA 30309

Hubert C. Young III, Manager of Transmission Planning
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Carlette Walker, former Vice President for Nuclear Finance Administration
c/o Jake Moore
Moore Taylor Law Firm, P.A.
1700 Sunset Blvd.
West Columbia, SC 29171

David A. Lavigne, General Manager, Operational Readiness for New Nuclear
Development
c/o King & Spalding, LLP
1180 Peachtree Street

Atlanta, GA 30309

Ronald Jones, former Vice President for Nuclear Operations
c/o Carl E. Volz
K&L Gates LLP
70 West Madison Street
Suite 3100
Chicago, IL 60602-4207

W. Keller Kissam, Senior Vice President, SCANA Corporation, Chief Operating Officer
and President, Generation, Transmission, & Distribution, SCE&G
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Kevin R. Kochems, Manager of Nuclear Financial Administration
c/o Thomas D. (Tom) Bever
Chilivis Cochran Larkins & Bever LLP
3127 Maple Drive NE
Atlanta, GA 30305

David Pickles, Retained Consultant
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Steven J. Connor, Consultant
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Stephen E. Summer, Senior Environmental Specialist
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Kenneth R. Jackson, Senior Vice President, SCANA Corporation
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

Robert B. Whorton, Senior Engineer
c/o King & Spalding, LLP
1180 Peachtree Street
Atlanta, GA 30309

James Swan, Vice President & Controller
 c/o John C. Hayworth
 Butler Snow LLP
 150 Third Avenue South
 Suite 1600
 Nashville, TN 37201

Kyle Young, Manager, Nuclear Plant Construction
 c/o Sloan P. Ellis
 Sloan P. Ellis Law Firm, LLC
 650 E. Washington Street
 Greenville, SC 29601

Allen Rooks, Manager Electric Pricing and Rate Administration
 c/o King & Spalding, LLP
 1180 Peachtree Street
 Atlanta, GA 30309

Iris Griffin, Senior Vice President and Chief Financial Officer and Treasurer, SCANA Corporation and SCE&G
 c/o Stephen D. Councill
 Rogers & Hardin LLP
 2700 International Tower
 229 Peachtree Street NE
 Atlanta, GA 30303

INTERROGATORY NO. 2:

Set forth a list of photographs, plats, sketches or other prepared documents in possession of Respondent or its counsel that relate to the claim or defense in the case.

RESPONSE TO INTERROGATORY NO. 2:

SCE&G objects to Interrogatory No. 2 on the grounds that it is overly broad and unduly burdensome because the information requested is not adequately tailored to Complainant's claims. SCE&G further objects to the extent this interrogatory seeks information protected by the attorney-client privilege or work product doctrine. Subject to and without waiving its objections, SCE&G states that it is not aware of any photographs or plats or sketches related to any claims or defenses, and as such it has not yet identified or prepared a list of photographs, plats, or sketches related to the claim or defense in the case. SCE&G will produce relevant responsive documents

related to the claims or defenses in this case. SCE&G will supplement its responses as appropriate.

INTERROGATORY NO. 3:

List the names and addresses of any expert witnesses whom Respondent proposes to use as a witness at the trial of the case.

RESPONSE TO INTERROGATORY NO. 3:

SCE&G currently anticipates providing testimony from the following expert witnesses:

Robert B. Hevert
1900 West Park Drive
Suite 250
West Borough, MA 01581

Ellen Lapson
370 Riverside Drive
New York, NY 10025

SCE&G reserves the right to amend or supplement this response to provide names and addresses of additional witnesses that it may call in this case.

INTERROGATORY NO. 4:

For each person known to Respondent to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

RESPONSE TO INTERROGATORY NO. 4:

Subject to and without waiving its objections, SCE&G states as follows:

<u>Witness</u>	<u>Summary</u>
James Swan	accounting matters and proposed accounting adjustments
Kyle Young	the Project, construction matters, site status, completed and remaining site abandonment and project close out activities
Alan Rooks	rate matters

Iris Griffin	financial matters, the financial impacts of various rate and regulatory plans and proposals
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SCE&G further directs Complainant to the publicly available testimony provided by the witnesses listed in response to Interrogatory No. 1 to the Public Service Commission of South Carolina.

This 4th day of April, 2018.



K. Chad Burgess, Esq.
Matthew Gissendanner, Esq.
Mail Code C222
220 Operation Way
Cayce, SC 29033-3701
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Facsimile: 803-217-7931
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matthew.gissendanner@scana.com

Attorneys for South Carolina Electric & Gas Company

**BEFORE
THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2017-207-E**

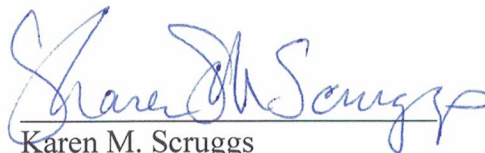
In Re: Friends of the Earth and Sierra Club,)
Complainants/Petitioners,)
v.)
South Carolina Electric & Gas Co.,)
Defendant/Respondent.)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day, April 4, 2018, one copy of Defendant/Respondent's Responses and Objections to Complainants' Third Interrogatories, Document Production Requests and Request for Entry to the persons named below at the addresses set forth via U.S. First Class Mail and electronic mail:

Robert Guild, Esq.
314 Pall Mall
Columbia, SC 29201

Attorney for Complainants/Petitioners
Friends of the Earth and Sierra Club


Karen M. Scruggs